

[LIMITED PARTNERSHIP WITH CORPORATE GENERAL PARTNER]

Date

Department of Housing and Community Development
100 Cambridge Street, 3rd Floor
Boston, Massachusetts 02114
Attention: _____

Ladies and Gentlemen:

We are furnishing this opinion to you pursuant to Section 7(c) of the 200__ Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") dated of even or near date herewith by and between _____ Limited Partnership, a Massachusetts limited partnership (the "Partnership"), and you.

We have acted as counsel to the Partnership and to _____, the Partnership's general partner (the "General Partner"), in connection with the execution and delivery by the Partnership of the Regulatory Agreement.

We have examined the following:

1. A copy of the Partnership's Certificate of Limited Partnership dated _____, 200__ filed with the Secretary of State of The Commonwealth of Massachusetts (the "Secretary") pursuant to the Massachusetts Uniform Limited Partnership Act on _____, 200__;
2. A copy of the Partnership's First Amended and Restated Limited Partnership Agreement dated as of _____, 200__ (the "Partnership Agreement"), as certified by the General Partner;
3. A certificate of the Secretary dated _____, 200__ **[dated on the date of this opinion and on or after the date of the signed regulatory agreement]** as to the legal existence of the Partnership;
4. A Clerk's Certificate of the General Partner dated as of _____, 200__ attesting to the authenticity of the Articles of Organization and the By-Laws of the General Partner, the adoption of certain resolutions by the directors of the General Partner and the incumbency of the officers of the General Partner;
5. A certificate of the Secretary dated _____, 200__ **[dated on the date of this opinion and on or after the date of the signed regulatory agreement]** as to the legal existence and good standing of the General Partner;
6. An Indemnification and Release dated _____, 200__ executed by the Partnership (the "Indemnification and Release");

7. Such other documents, certificates and records as we have deemed necessary for purposes of this opinion.

We have relied as to matters of fact upon the certificates and other materials enumerated above and the certifications set forth in the Regulatory Agreement. We have made no independent review or investigation, however, of any factual matter. Notwithstanding the foregoing, we have no actual knowledge that any such certificates and other materials are untrue in any material respect.

In examining all documents, we have assumed the genuineness of all signatures thereon, the accuracy of all statements therein, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents furnished to us as copies, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of such documents, and the completeness of all documents furnished to us. We have also assumed the legal capacity (as distinct from authority) and competency of any individual who has signed any instrument referred to herein and the power and authority of all persons (other than authorized signatories of the General Partner).

Our opinion as to the legal existence and good standing of the General Partner is based solely on the certificate referred to in clause (5) of the third paragraph of this opinion and is limited accordingly and, as to such matters, our opinion is rendered as of the date of such certificate. Our opinion as to the legal existence of the Partnership is based solely on the certificate referred to in clause (3) of the third paragraph of this opinion and is limited accordingly and, as to such matters, our opinion is rendered as of the date of such certificate. We are not aware, however, of any facts that would lead us to question the reasonableness of basing our opinions on such certificates.

You have not asked us to pass upon your power and authority to enter into and effect the transactions evidenced by or referred to in the Regulatory Agreement or upon the application to you of any federal or state law or regulation, and for the purposes of this opinion we have assumed that you have all requisite power and authority and have taken all necessary action to execute, deliver, and perform the Regulatory Agreement and to effect the transactions therein described, that you have duly executed and delivered the Regulatory Agreement, and that the Regulatory Agreement constitutes a legal, valid and binding obligation enforceable against you.

Subject to and based upon the foregoing, we are of the opinion that:

1. The General Partner is a corporation validly existing under the laws of The Commonwealth of Massachusetts with powers adequate for the execution, delivery and performance of the Regulatory Agreement and the Indemnification and Release as General Partner of the Partnership.

2. The Partnership is a limited partnership duly organized and legally existing under the laws of The Commonwealth of Massachusetts with powers adequate to execute and deliver the Regulatory Agreement and the Indemnification and Release and perform its obligations thereunder.

3. The Regulatory Agreement and the Indemnification and Release have been duly authorized and has been duly executed and delivered by or on behalf of the Partnership and constitute the legal, valid and binding obligations of the Partnership, enforceable against the Partnership in accordance with their terms.

Our opinions with respect to the legality, validity, binding effect and enforceability of the Regulatory Agreement and the Indemnification and Release are subject to the qualifications that (i) the enforcement of the rights and remedies created by the Regulatory Agreement and the Indemnification and Release are subject to and affected by applicable bankruptcy, insolvency, reorganization, moratorium, usury, fraudulent conveyance and other laws of general application heretofore or hereafter enacted or in effect affecting the rights and remedies of creditors and secured parties generally and by statutory or decisional law concerning recourse by creditors to security in the absence of notice and hearing; (ii) the enforcement of the rights and remedies created by the Regulatory Agreement and the Indemnification and Release (particularly as to the availability of specific performance or other injunctive relief) is subject to general principles of equity and to general principles of public policy, regardless of whether such enforcement is considered in a proceeding at law or in equity; (iii) applicable law may impose limitations on the legality, validity, binding effect or enforceability of waivers, provisions in the nature of penalties, rights of set off, exculpatory provisions, indemnification provisions, self-help remedies, and (iv) you may have duties to act reasonably and in good faith.

We express no opinion herein as to the laws of any state or jurisdiction other than the federal laws of the United States and the laws of The Commonwealth of Massachusetts, all as in effect on the date hereof. Further, we express no opinion as to any matter other than as expressly set forth above and no other opinion is intended to be implied nor may be inferred herefrom.

Except as otherwise indicated herein, the opinions expressed herein are given as of the date hereof and we undertake no obligation and hereby disclaim any obligation to advise you of any change after the date of this opinion pertaining to any matter referred to herein. The opinions expressed herein are solely for your benefit and may not be used or relied upon in connection with any other matter or transaction or by any other person or entity.

Very truly yours,

[LIMITED LIABILITY COMPANY WITH CORPORATE MANAGER]

Date

Department of Housing and
Community Development
100 Cambridge Street, 3rd Floor
Boston, Massachusetts 02114
Attention: _____

Ladies and Gentlemen:

We are furnishing this opinion to you pursuant to Section 7(c) of the 200__ Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") dated of even or near date herewith by and between _____ LLC, a Massachusetts limited liability company (the "Company"), and you.

We have acted as counsel to the Company and to _____, the Company's manager (the "Manager"), in connection with the execution and delivery by the Company of the Regulatory Agreement.

We have examined the following:

1. A copy of the Company's Certificate of Formation filed with the Secretary of State of The Commonwealth of Massachusetts (the "Secretary") pursuant to the Massachusetts Uniform Limited Liability Company Act on _____, 200_;
2. A copy of the Company's First Amended and Restated Operating Agreement dated as of _____, 200_ (the "Operating Agreement"), as certified by the Manager;
3. A certificate of the Secretary dated _____, 200_ **[dated on the date of this opinion and on or after the date of the signed regulatory agreement]** as to the legal existence and good standing of the Company;
4. A Clerk's Certificate of the Manager dated as of _____, 200_ attesting to the authenticity of the Articles of Organization and the By-Laws of the Manager, the adoption of certain resolutions by the directors of the Manager and the incumbency of the officers of the Manager;
5. A certificate of the Secretary dated _____, 200_ **[dated on the date of this opinion and on or after the date of the signed regulatory agreement]** as to the legal existence and good standing of the Manager;
6. An Indemnification and Release dated _____, 200_ executed by the Company (the "Indemnification and Release");

7. Such other documents, certificates and records as we have deemed necessary for purposes of this opinion.

We have relied as to matters of fact upon the certificates and other materials enumerated above and the certifications set forth in the Regulatory Agreement. We have made no independent review or investigation, however, of any factual matter. Notwithstanding the foregoing, we have no actual knowledge that any such certificates and other materials are untrue in any material respect.

In examining all documents, we have assumed the genuineness of all signatures thereon, the accuracy of all statements therein, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents furnished to us as copies, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of such documents, and the completeness of all documents furnished to us. We have also assumed the legal capacity (as distinct from authority) and competency of any individual who has signed any instrument referred to herein and the power and authority of all persons (other than authorized signatories of the Manager).

Our opinion as to the legal existence and good standing of the Manager is based solely on the certificate referred to in clause (5) of the third paragraph of this opinion and is limited accordingly and, as to such matters, our opinion is rendered as of the date of such certificate. Our opinion as to the legal existence and good standing of the Company is based solely on the certificate referred to in clause (3) of the third paragraph of this opinion and is limited accordingly and, as to such matters, our opinion is rendered as of the date of such certificate. We are not aware, however, of any facts that would lead us to question the reasonableness of basing our opinions on such certificates.

You have not asked us to pass upon your power and authority to enter into and effect the transactions evidenced by or referred to in the Regulatory Agreement or upon the application to you of any federal or state law or regulation, and for the purposes of this opinion we have assumed that you have all requisite power and authority and have taken all necessary action to execute, deliver, and perform the Regulatory Agreement and to effect the transactions therein described, that you have duly executed and delivered the Regulatory Agreement, and that the Regulatory Agreement constitutes a legal, valid and binding obligation enforceable against you.

Subject to and based upon the foregoing, we are of the opinion that:

1. The Manager is a corporation validly existing under the laws of The Commonwealth of Massachusetts with powers adequate for the execution, delivery and performance of the Regulatory Agreement and the Indemnification and Release as Manager of the Company.

2. The Company is a limited liability company duly organized and legally existing under the laws of The Commonwealth of Massachusetts with powers adequate to execute and deliver the Regulatory Agreement and the Indemnification and Release and perform its obligations thereunder.

3. The Regulatory Agreement and the Indemnification and Release have been duly authorized and has been duly executed and delivered by or on behalf of the Company and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinions with respect to the legality, validity, binding effect and enforceability of the Regulatory Agreement and the Indemnification and Release are subject to the qualifications that (i) the enforcement of the rights and remedies created by the Regulatory Agreement and the Indemnification and Release are subject to and affected by applicable bankruptcy, insolvency, reorganization, moratorium, usury, fraudulent conveyance and other laws of general application heretofore or hereafter enacted or in effect affecting the rights and remedies of creditors and secured parties generally and by statutory or decisional law concerning recourse by creditors to security in the absence of notice and hearing; (ii) the enforcement of the rights and remedies created by the Regulatory Agreement and the Indemnification and Release (particularly as to the availability of specific performance or other injunctive relief) is subject to general principles of equity and to general principles of public policy, regardless of whether such enforcement is considered in a proceeding at law or in equity; (iii) applicable law may impose limitations on the legality, validity, binding effect or enforceability of waivers, provisions in the nature of penalties, rights of set off, exculpatory provisions, indemnification provisions, self-help remedies, and (iv) you may have duties to act reasonably and in good faith.

We express no opinion herein as to the laws of any state or jurisdiction other than the federal laws of the United States and the laws of The Commonwealth of Massachusetts, all as in effect on the date hereof. Further, we express no opinion as to any matter other than as expressly set forth above and no other opinion is intended to be implied nor may be inferred herefrom.

Except as otherwise indicated herein, the opinions expressed herein are given as of the date hereof and we undertake no obligation and hereby disclaim any obligation to advise you of any change after the date of this opinion pertaining to any matter referred to herein. The opinions expressed herein are solely for your benefit and may not be used or relied upon in connection with any other matter or transaction or by any other person or entity.

Very truly yours,
